

ORIGINAL

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT, E.D.N.Y.

DGF
Clerk

★ JUL 26 2005 ★

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Mr. Justice Robles 03R3300 & N.Y.S.I.D. 3274022-J
Riverview Correctional Facility
Post Office Box 158-247
Ogdensburg, N.Y. 13669,

BROOKLYN OFFICE

Plaintiff,

-against-

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISMISSAL**

MAILROOM STAFF:

03-cv-5184 (FB) (LB)

C.O. Vickie Thomas, Shield #1001
C.O. Thomas Cooney, Shield #9004

GRIEVANCE STAFF:

Ms. Pauline Mims, (Head of the Grievance Staff),

Defendants.

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WHEREAS, plaintiff commenced this action by filing a complaint on or about August 19, 2003, alleging violations of his civil rights pursuant to 42 U.S.C. §1983; and

WHEREAS, defendants Mims, Cooney, and Thomas have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay the plaintiff the sum of TWO HUNDRED (\$200.00) DOLLARS in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against defendants Mims, Cooney, and Thomas, and to release all defendants, and any and all present and former employees and agents of the City of New York from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

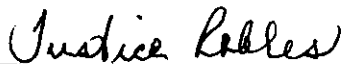
3. Plaintiff shall execute and deliver to the City attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph "2" above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the New York City Department of Correction.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
July 1, 2005



JUSTICE ROBLES
PLAINTIFF PRO SE
Mohawk Corr. Facility
Walsh Medical
P.O. Box 8450
Rome, NY 13440



JED M. WEISS (JW-5293)
Assistant Corporation Counsel
MICHAEL A. CARDOZO
Corporation Counsel of
the City of New York
Attorney for Defendants
100 Church Street
New York, NY 10007

SO ORDERED: 


Frederick Block, USJ

7/25/05